

BEFORE THE
POSTAL REGULATORY COMMISSION
WASHINGTON, D.C. 20268-0001

MARKET DOMINANT PRODUCT PRICES
INBOUND MARKET DOMINANT MULTI-SERVICE AGREEMENTS
WITH FOREIGN POSTAL OPERATORS 1
AUSTRALIAN POSTAL CORPORATION - UNITED STATES
POSTAL SERVICE BILATERAL AGREEMENT
(MC2010-35 AND R2010-6)
NEGOTIATED SERVICE AGREEMENT

Docket No. R2017-2

**NOTICE OF THE UNITED STATES POSTAL SERVICE OF FILING MODIFICATION
TO AN INBOUND MARKET DOMINANT MULTI-SERVICE AGREEMENTS WITH
FOREIGN POSTAL OPERATORS 1 NEGOTIATED SERVICE AGREEMENT**

(November 29, 2017)

On January 10, 2017, the Postal Regulatory Commission approved the market dominant inbound portions of the negotiated service agreement that is the subject of the above-captioned docket, a bilateral agreement (Agreement) between the United States Postal Service (Postal Service) and Australian Postal Corporation (Australia Post).¹ The Postal Service and Australia Post have signed a “Modification One” to this Agreement to revise the prefixes appearing on the labels of certain of the outbound (United States to Australia) letter post packets under the Agreement. A copy of Modification One accompanies this Notice as Attachment 1.

The Postal Service is filing this Modification One pursuant to 39 U.S.C. § 407(d)(2). The revisions to the Agreement in Modification One do not require the filing of financial information, because Modification One revises only “Annex 3 – United States to Australia Small Packet with Delivery Scanning,” and therefore the revisions concern

¹ See PRC Order No. 3742, Order Approving Inbound Market Dominant Multi-Service Agreement with Foreign Postal Operators 1 Negotiated Service Agreement with Australia Post, Docket No. R2017-2, January 10, 2017.

only an outbound product. By contrast, the Commission's prior review and approval of the Agreement pertained only to certain inbound rates and to the inclusion of the Agreement within an inbound product in the Mail Classification Schedule.²

As stated on page 2 of Modification One, Modification One will not take effect until after it has been filed with both the Commission and the Department of State and after the Postal Service gives notice of these filings to Australia Post. The effective date of Modification One will be either the date of such notice to Australia Post or a later date if mutually agreed by the parties.

Respectfully submitted,

UNITED STATES POSTAL SERVICE
By its attorney:

Jeffrey A. Rackow
Attorney

475 L'Enfant Plaza, SW
Washington, DC 20260-1101
(202) 268-6687; Fax -5418
jeffrey.a.rackow@usps.gov
November 29, 2017

² See PRC Order No. 3742 at 1-2, 9.

Modification One
Page 1 of 2

**MODIFICATION ONE TO THE
AUSTRALIAN POSTAL CORPORATION - UNITED STATES POSTAL SERVICE
BILATERAL AGREEMENT**

This "Modification" amends the Australian Postal Corporation – United States Postal Service Bilateral Agreement between the United States Postal Service ("USPS"), an independent establishment of the Executive Branch of the Government of the United States, with offices at 475 L'Enfant Plaza SW, Washington, DC 20260, and Australian Postal Corporation ("Australia Post" or "AUP"), an Australian statutory corporation, established by an act of the parliament of the Commonwealth of Australia, and owned by the Government of Australia, with offices at 111 Bourke St., Melbourne, Victoria 3000, which was executed by USPS on December 27, 2016, and which was executed by AUP on December 23, 2016 (the "Agreement"). The USPS and AUP may be referred to herein individually as a "Party" and together as the "Parties."

This Modification replaces the third sentence of page 18 of the Agreement (within Annex 3) with "***Also, the eDelcon product, for the purposes of this Agreement, is defined as First Class Package International Service (FCPIS) packets that use the prefixes LA through LZ (except LX) for which delivery scanning is available as a result of this Agreement.***"

This Modification also replaces the "(LZ)" that appears within the first sentence of page 21 of the Agreement (within Annex 3) with "(LA through LZ, but not LX)."

All other terms and conditions of the Agreement shall remain in force.

Australia Post acknowledges that, as required by law and in other subsequent regulatory filings, this Modification and any supporting documentation will be filed with the U.S. Postal Regulatory Commission ("Commission") in docketed proceedings (Docket No. R2017-2). Australia Post acknowledges that USPS shall also furnish a copy of this Modification to the U.S. Department of State as required by law, and that USPS may be required to provide copies of this Modification to other United States government entities exercising their respective oversight, law enforcement, or regulatory jurisdictions. Australia Post authorizes USPS to determine the scope of information that must be made publicly available in any Commission docketed proceeding in which information related to this Modification must be filed. Australia Post further understands that any unredacted portion of this Modification or supporting information may be posted on the Commission's public website, <http://www.prc.gov>. In addition, USPS may be required to file information in connection with this instrument (including revenue, cost, or volume data) in other Commission dockets, including the Commission docket number for the Annual Compliance Report (ACR) for the USPS fiscal year(s) in which the Agreement is in effect. Each ACR docket has a distinct docket number, such as ACR201#, in which ACR201# signifies the USPS fiscal year to which the ACR pertains. Australia Post has the right, in accordance with the Commission's rules, to address its confidentiality concerns directly with the Commission. The procedure for making an application to the Commission for non-public treatment of materials believed to be protected from disclosure is found at Title 39, Code of Federal Regulations, Section

Modification One
Page 2 of 2

3007.22, on the Commission's website at <http://www.prc.gov/Docs/63/63467/Order225.pdf>. At Australia Post's request, USPS will notify Australia Post of the docket numbers of other Commission proceedings, if any, used in connection with the filing of this Modification.

The Parties may execute this Modification in one or more counterparts (including by facsimile or by electronic means such as .pdf format). Both Parties do not need to sign the same counterpart. All counterpart signed documents shall be deemed an original and one instrument.

The Parties agree that this Modification shall not take effect until (1) USPS has filed the fully executed Modification with the Commission and the U.S. Department of State, and (2) USPS has provided notice to Australia Post that such filings have occurred. The date of such notice shall be the effective date of this Modification, unless USPS proposes a later alternative date in USPS's notice and Australia Post subsequently agrees to that alternative date in a reply communication, in which case that alternative date shall be the Modification's effective date.

IN WITNESS WHEREOF, the Parties agree to be bound as of the latest date of signature to the terms and conditions of this Modification.

AUSTRALIAN POSTAL
CORPORATION

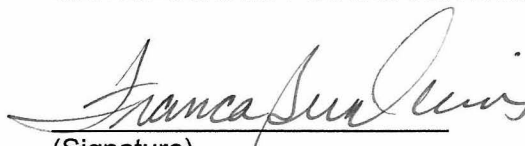

(Signature)

Name: *Michael Gipe*

Title: *Head of Global Development*

22 NOVEMBER 2017
Date

UNITED STATES POSTAL SERVICE


(Signature)

Name: *Franca S. Davis*

Title: *Managing Director*

27 November 2017
Date